

SECTION L  
INSTRUCTION, CONDITION, AND NOTICES TO OFFERORS

**L.1 POINTS OF CONTACT**

The Contracting Officer (CO) is the primary point of contact, and the Contract Specialist is the alternate point of contact for this competition. All questions or concerns must be addressed to the CO with a courtesy copy to the Contract Specialist as follows:

**Contracting Officer**

Mrs. Sharonda Holmes, AJA-48  
Office of Acquisition and  
Business Services  
[Sharonda.Holmes@faa.gov](mailto:Sharonda.Holmes@faa.gov)  
202-267-7326

**Contract Specialist**

Tye White  
Office of Acquisition and Business  
Services  
[Tye.L.White@faa.gov](mailto:Tye.L.White@faa.gov)  
202-267-5751

Please provide [Company Name](#), [The First and Last Name for the company point of contact](#), [Address](#), [City](#), [State](#), [Zip](#), [Email Address](#), and [Phone Number](#).

**L.2 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

Number	Clause Title
3.2.2.3-1	False Statements in Offers (January 2004)
3.2.2.3-11	Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12	Amendments to Screening Information Requests (July 2004)
3.2.2.3-13	Submission of Information/ Documentation/Offer (July 2004)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16	Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17	Preparing Offers (July 2004)
3.2.2.3-18	Prospective Offeror's Requests for Explanations (July 2004)
3.2.2.3-19	Contract Award (July 2004)
3.2.4-25	Single or Multiple Awards (April 1996)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.13-4	Contractor Identification Number—Data Universal Numbering System (DUNS) Number (August 1997)

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**L.2.1 3.2.2.3-20 Electronic Offers (July 2004)**

- (a) The offeror (you) may submit responses to this SIR by the following electronic means: Compact Disc (CD). Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to the following Contracting Officer only:

Sharonda Holmes  
800 Independence Ave., SW, Suite 406  
Washington, DC 20591

- (f) If you choose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

**L.2.2 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**

- (a) Definitions.
  - (1) "Team arrangements," as used in this clause, are cooperative arrangements where:
    - (i) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or
    - (ii) A potential prime contractor enters into an agreement with one or more other companies to have them act as subcontractors under a specific contract.
  - (2) "Joint venture," as used in this clause, is a separate legal entity, such as a partnership or corporation, formed by two or more parties to conduct business.

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(b) Disclosure of Team Arrangements. In order for FAA to recognize the validity of a team arrangement, the arrangement and company relationships must be fully disclosed by the offeror or Contractor:

(1) In the offer; or

(2) Before the arrangement becomes effective when formed after the submission of an offer or contract award.

(End of Provision)

**L.2.3 3.2.4-1 Type of Contract (April 1996)**

The Federal Aviation Administration contemplates award, in accordance with its FAA Acquisition Management System (AMS), of an Indefinite Delivery / Indefinite Quantity (ID/IQ) Contract to purchase office supplies for its headquarters and regional offices as well as its field facilities. The duration of the contract is five (5) years if all options are exercised. The base period is one year, and is followed by four one-year option periods.

**L.2.4 3.9.1-3 Protest (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts must be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and must be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail,

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overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest will be dismissed as untimely.

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals must be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests must be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester must serve a copy of the protest on the Contracting Officer and any other official designated

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in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest must include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

**L.2.4 North American Industry Classification System (NAICS) Code**

The NAICS Codes applicable for the predominant overall effort for performance of the SAVES contract are (453210) Office Supplies and Stationary Stores, and/or (424120) Stationery and Office Supplies Merchant Wholesalers.

Please note that the FAA determines only the NAICS codes that apply to the Prime Contractor. It is the Prime Contractor's responsibility to determine the NAICS code or codes that apply to specific subcontracts.

**L.3 SUBMISSION OF PROPOSALS**

**L.3.1 Delivery of Proposals**

Proposals in response to this SIR will be due by 12 p.m. Eastern Daylight Time on March 25, 2010

Proposals must be submitted directly to the CO. The FAA will require a paper copy of proposals for contract award, as appropriate, for its internal auditing and other purposes. The SF-26 must be signed by an Officer of the business or an authorized obligating official. The paper SIR response (proposal) must be received by 12 pm Eastern Daylight time the next business day after electronic bidding submittal.

All copies of the proposal must be single sided. All online file contents must match print versions of submitted documents.

Proposals received after this time will be considered late and will be excluded from further consideration. Proposals must be delivered to the Contracting Officer at the following address:

Federal Aviation Administration  
Executive & Managerial Support Services Contracts Branch, AJA-48

Attn: Sharonda Holmes  
800 Independence Ave., SW, Suite 406

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Washington, DC 20591

**L.3.2 QUESTIONS**

Offerors may submit questions in writing to Contract Specialist Tye White at [Tye.L.White@FAA.GOV](mailto:Tye.L.White@FAA.GOV) with a copy to Contracting Officer Sharonda Holmes at [Sharonda.Holmes@faa.gov](mailto:Sharonda.Holmes@faa.gov) within five business days of the release of the SIR on the FAA Contract Opportunities website.

**L.4 EXPENSES RELATED TO OFFEROR SUBMISSIONS**

The Government is not responsible for and will not pay or reimburse any costs incurred by the Offeror in the development, submission or any other part of the offer submitted under this SIR.

Furthermore, no pre-contract costs will be allowed on this contract. Pre-contract costs are defined as any costs incurred at the Offeror's risk in anticipation that any such costs may later be charged to any resulting contract, and to the extent that they would have been allowable if incurred after the date of the contract execution and to the extent authorized by the Contracting Officer.

**L.5 FINANCIAL RESPONSIBILITY DETERMINATION**

Notwithstanding the evaluation methodology outlined in this SIR, an Offeror must be found to be responsible by the Contracting Officer prior to the award of any resultant contract. The Government reserves the right to obtain information from Offerors and other sources to support a determination of responsibility.

In addition, the contractor must be registered in the Central Contractor Registry ([www.ccr.gov](http://www.ccr.gov)).

**L.5.1 3.3.1-33 Central Contractor Registration (April 2006)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a

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business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror must enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time

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prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor must provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;  
(B) comply with the requirements of T3.10.1.A-8; and  
(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor must not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees must be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.



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(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

**L.6 COMMUNICATIONS WITH OFFERORS**

As part of the evaluation process, communications may be held with offerors, conducted and coordinated by the FAA CO, to ensure a mutual understanding of the government's requirements and the offeror's solution to meet the requirements, or for any other reason it is in the best interest of the government to engage in communications. Communications with one or more offerors does not necessitate communications with all offerors, provided, however, that all similarly situated offerors are treated similarly.

Responses to requests for clarification that result in specific information necessary to submit proposals will be provided to all prospective offerors. The FAA will provide competing contractors equal access to government data and information.

**L.7 DEBRIEFINGS**

Debriefings may be requested within 3 working days after notification of a contract award or down select decision. Requests must be made in writing and submitted to the CO. To the maximum extent practicable, debriefings will be conducted within 5 business days after the request.

**L.8 SCHEDULE**

The following is a schedule of activities leading to contract award:

Activity	Date
SIR Release	2-25-2010
Offers Due	3-25-2010
Live Auction (tentative)	4-2010
Contract Award Announcement (tentative)	4-2010

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**L.9 PROPOSAL INSTRUCTIONS**

These instructions are a guide for preparing proposals. These instructions generally describe the type and extent of information you should provide and emphasize the significant topic areas you should address in your proposal. All offerors are expected to review the Statement of Work contained in the SIR for further insight into the areas that your proposal must address. NOTE: Descriptions in response Business and Technical Management Questionnaire should include sufficient details which reflect that your firm has established internal processes to execute all tasks associated with the Factors and Sub-Factors listed below.

All information must be provided in the volume specifically prescribed. In order to be considered responsive all Business and Technical Management / Pricing Proposals must contain:

The offeror's proposal submission must consist of

- (1) Original and (3) copies of Solicitation, Offer and Award (SF 30)
- (1) Original and (3) copies of Volume I, Business and Technical Management Proposal
- (1) Original and (3) copies of Volume II Price Proposal.
- (1) Original and (1) copy of Volume III Subcontracting Plan.
- (1) Original and (3) copies of SIR Section K, Representation, Certifications and Other Statement of Offerors
- (1) Original and (3) copies of Business Declarations – applicable to Small Businesses only (see Section J, Attachment VIII)
- In addition to the paper (1) signed original and (3) copies of the proposal volumes, (1) electronic version in CD format for each volume submitted must be provided by each Offeror in accordance with Section L.3.1.

NOTE: Terms and conditions - The offeror shall state whether its proposal is in complete compliance with the terms and conditions of the contract

**L.9.1 Proposal Preparation**

The proposal should state the name of one Primary point and contact/authorized individual and the name of one alternate point of contact, each person's position title, telephone number, facsimile number, and email address, and the position the person will hold in relation to the proposal should a contract be awarded,. The proposal should be prepared simply and must be clear, legible, practical, and specific and complete, as described in these instructions. In accordance with AMS provision 3.2.2.3-11 no samples or descriptive literature are to be specially prepared for submission with your proposal. Adherence to the prescribed formats

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will simplify the review process for the Source Selection Official (SSO) and/or the evaluator(s).

**L.9.2 Proposal Format**

Submit your proposal in three separate volumes, titled as outlined in paragraph L.9.4 below. Proposals not structured in accordance with these instructions may be considered incomplete, may not be evaluated, and may be returned at the Offeror's expense.

**L.9.3 Page Limitation and Layout:**

Pages must be 8½ x 11", and typed on one side. The specified page limitations identified in Volumes I, and III include all attachments except introductions, table of contents,. Pages in excess of the limits imposed for each volume will **not** be read or evaluated.

**L.9.4 Volume Structure:**

Each volume must have an introduction and table of contents. Each volume must be indexed and tabbed with a cross reference to each evaluation factor designated below.

**L.9.4.1 Part 1 - Volume I - Business & Technical Management**

**Introduction**

The introduction must consist of no more than 1 page and must provide a brief overview of your company. The introduction must specify the person or persons contributing to authorship.

**Table of Contents**

The table of contents should reference the specific page number where information, subdivided into Factors and sub-factors, as follows:

**L.9.4.2 Factor 1: Service/Delivery Compliance.**

Sub-Factor 1 – Implementation Plan / Schedule

Sub-Factor 2 – Return Process

Sub-Factor 3 - Large Item Delivery

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Sub-Factor 4 – Conus Delivery

Sub-Factor 5 – Ocunus Delivery

Sub-Factor 6 – Web Portal

Sub-Factor 7 – Back Orders

Sub-Factor 8 – Reporting

Sub-Factor 9 – Continuous Cost Savings

**L.9.4.3      Factor 2: Quality Assurance Compliance.**

Sub-Factor 1 – Inventory

Sub-Factor 2 – Email Orders

Sub-Factor 3 – Disaster Recovery Plan

**L.9.4.4      Factor 3: Past Performance**

Offerors must use this form to obtain past performance information from their clients and customers. Clients/Customer must submit the completed forms directly to the Contracting Officer using the following email: [Sharonda.Holmes@faa.gov](mailto:Sharonda.Holmes@faa.gov). Responses are due no later than by 2pm Eastern Daylight Time, on March 18, 2010. Offerors must provide three (3) completed Past Performance Questionnaires, as part of their Business and Technical Management proposal, in order to move on to Part 2 Price Evaluation stage. Offerors for whom we do not receive 3 completed Past Performance Questionnaires, will be excluded from further consideration of award.

The Past Performance Questionnaire in Section J Attachment II will be used by the FAA to obtain Past Performance information from the references supplied by the Offeror and from any other sources available to the FAA. The offeror will provide three (3) Past Performance Questionnaires that represent contracts completed during the past (3) years for projects similar in size and complexity to the requirements as stated in Section C. Contracts listed may include those entered into by other departments and agencies of the Federal Government and contracts with commercial customers..

**L.9.5      Part 2 – Volume II - Price Proposal**

The offeror's pricing proposal will not be restricted to a page limitation.

The pricing table and instructions are contained in Section J Attachment V and. The FAA will assume Offerors' proposed pricing is accurate, compliant with the instructions provided, and free of clerical errors and will hold Offerors' to

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proposed pricing. The Offeror will provide a markup percentage from the cost provided for all A-List items.

- Assumptions — the offeror shall describe any assumptions used to develop the proposed price.

**L.9.6 Volume III- Subcontracting Plan (as applicable)**

The FAA is committed to assuring that maximum practicable opportunity is provided to small (SB), small disadvantaged (SDB) and women-owned business concerns to participate in the performance of this contract, consistent with efficient performance. A SB/SDB plan is required from all Offerors other than small businesses. Offerors other than small businesses must submit their commercial SB/SDB plan.

- L.10 Teaming arrangements and Joint Ventures as described by FAA AMS 3.2.2.7-8 (provided in full text), are acceptable. Any proposal submitted as a teaming arrangement or joint venture must identify the Prime Contractor, and fully disclose the arrangement and relationships of the participating companies. The FAA reserves the right to hold the Prime contractor fully responsible for SIR compliance and contract performance.

**L.11 ONLINE AUCTION (AS APPLICABLE)**

The FAA reserves the right to conduct successive price negotiations, and this may be by way of requesting final offers or by an on-line auction. The government may choose to invite only those Offerors most likely to receive an award to participate in the auction. To determine the composition of the auction, the FAA will evaluate the submitted prices. Upon completion of this analysis, the FAA may take one or more of the following to auction: 1) markups for Ability-One products, 2) discounts for categories.